

INVITATION FOR BIDS (IFB) NO. 97-077
TO
FURNISH AND DELIVER
MICROFORM READER/PRINTERS
ON A LEASE BASIS
FOR
HAMILTON LIBRARY
UNIVERSITY OF HAWAII AT MANOA
HONOLULU, HAWAII

MAY, 1997

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

BIDDER'S REMINDER:

1. Bid pages 1 - 7; Signature page BID - 7 must be signed; Evidence of Authority should be attached.
2. Request for Substitution, if applicable. Deadline for substitution request is May 16, 1997. (See page BID - 3.)
3. References (see pages BID - 3 and Special Provision 4.)
4. Amortization Schedule (see Special Provision 6).
5. Maintenance service agreement showing cost and scope (see Special Provision 10).
6. Tax Clearance Certificate or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see Special Provision 14).

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-077, Lease Microform Reader/Printers, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., May 30, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima, (808) 956-8674.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser

Issue of: May 2, 1997

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO
FURNISH AND DELIVER
MICROFORM READER/PRINTERS
ON A LEASE BASIS

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-077, TO FURNISH AND DELIVER MICROFORM READER/PRINTERS ON A LEASE BASIS FOR HAMILTON LIBRARY, UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to furnish and deliver the microform reader/printers on a lease basis to Hamilton Library, Microform Reading Room, 2550 The Mall, 1st floor, Honolulu, Hawaii 96822, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery within NINETY (90) consecutive calendar days from the date designated in the Notice to Proceed, as follows:

BASIC BID

Furnish and deliver FOUR (4) each Minolta RP606Z Microform Reader/Printers or approved alternate, 60-month lease with option to purchase plan with equal annual payments with no pre-payment penalty and the option to accelerate payments, as per Technical Specifications.

*****SUBSTITUTIONS TO BE APPROVED IN ADVANCE*****

Manufacturer and Model No. Offered _____

<u>Monthly Lease Cost Per Unit</u>		<u>Quantity</u>		<u>Months</u>		<u>Annual Cost</u>
\$_____	x	4 units	x	12	=	\$_____ Total for 1st Yr.
\$_____	x	4 units	x	12	=	\$_____ Total for 2nd Yr.
\$_____	x	4 units	x	12	=	\$_____ Total for 3rd Yr.
\$_____	x	4 units	x	12	=	\$_____ Total for 4th Yr.
\$_____	x	4 units	x	12	=	\$_____ Total for 5th Yr.
TOTAL 60-MONTH LEASE COST FOR FOUR (4) UNITS						\$_____

All bid prices are f.o.b. destination, including all applicable taxes.

Bidders shall bid on all lease periods in order for their bids to be considered for award.

It is understood and agreed that the University reserves the right to exercise the option to order additional quantities through December 31, 1997 at the unit lease prices stated above.

SUBSTITUTIONS TO BE APPROVED IN ADVANCE

The manufacturer and model numbers are used in the BID FORM and TECHNICAL SPECIFICATIONS as a measure of quality, style, appearance, and performance.

Any brand or manufacture of comparable or better quality to that specified will be considered for acceptance by the University upon submission of a written request for approval of the proposed substitution with manufacturer's literature or brochures containing technical data on the proposed items being offered.

The written request shall be submitted in the attached sample format "Request for Substitution."

The statement of variances must list all features of the proposed substitution which differ from the specifications and/or product specified and must further certify that the substitute has no other variant features.

Proposals for substitutions shall not be submitted unless the bidder has the proposed substitution items available for inspection by the University at the time of submittal of the request. Any requests for substitution of items shall be made at least FOURTEEN (14) calendar days prior to bid opening to permit inspection by the University, no later than 4:30 p.m., May 16, 1997.

Bidders shall send requests to the buyer, Karlee Hisashima, Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

The University may at its discretion reject or deny any substitution that it deems unequal, and the findings in this regard shall be accepted by the bidders as final and binding.

A bid which includes a substitution shall be considered only if the substitution has been approved in advance by the University.

S A M P L E

Date: _____

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Gentlemen:

Subject: REQUEST FOR SUBSTITUTION

Project Title: _____

In accordance with the "SUBSTITUTIONS TO BE APPROVED IN ADVANCE" clause of the BID section, I hereby submit for substitution TWO (2) set(s) of technical brochures and statement of variances for your review and approval for the item(s) shown below:

<u>ITEM</u>	<u>SPECIFIED BRAND</u>	<u>SUBSTITUTE OR ALTERNATE BRAND</u>	<u>VARIANT FEATURES</u>
-------------	----------------------------	--	-----------------------------

I further certify that my request for substitution of the above item(s) has no other variant features.

Signature

Title

NOTE: 1. PLEASE USE OWN LETTERHEAD.
 2. IF NO VARIANT FEATURE, INDICATE "NONE."

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

CONDITION FOR AWARD

Bidders are advised that the award of this contract is contingent upon availability of funds. If funds are unavailable, the University reserves the right not to make award of this contract.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL 60-MONTH LEASE COST FOR FOUR (4) UNITS.**

REFERENCES

The name of companies, contact persons, and addresses for THREE (3) agencies to whom the undersigned has provided microform reader/printers are as follows (reference Special Provision 4):

	<u>Company</u>	<u>Contact Persons</u>	<u>Address & Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.

4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on the next page, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

RE: IFB No.: _____

Project/Title: _____

I certify that I have submitted a State and IRS tax clearance application (DOTAX Form A-6) by mail on _____,

(date)

and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail to:

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications required for the microform reader/printers. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

Furnish and deliver FOUR (4) each Minolta RP606Z Microform Reader/Printers, or approved alternate, each with the following specifications:

- A. Dry copying on plain paper, variable paper size including 8-1/2" x 11", 8-1/2" x 14", and 10" x 14" in 250-sheet capacity trays, allowing the printing of a full newspaper page image on one sheet.
- B. Bi-modal polarity printing controlled automatically, not requiring any change of chemicals to produce positive copies from either positive or negative microform images.
- C. Motorized zoom lens, magnification 13X to 27X (size may be altered upon installation), with 360 degree prism rotation.
- D. Semi-automatic loading, motorized carrier for both 16 mm and 35 mm open reel film.
- E. Universal carrier, capable of accepting either microfiche or 16 mm or 35 mm microfilm on reels.
- F. Workstation/floor stand providing a minimum 12" x 12" work surface on each side of the unit.
- G. Automatic exposure control and frame masking.
- H. Unit requires standard, third-part interface harness which will be hooked up to a XCP Escroven, or acceptable alternate, coin-operated equipment, and Danyl Vendamat debit card reader.

All questions pertaining to the Technical Specifications shall be directed to Ms. Carol Schaafsma, Coordinator of POA, telephone (808) 956-2812.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing and Delivery of Microform Reader/Printers on a Lease Basis shall be in accordance with the terms and conditions of IFB No. 97-077 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Ms. Carol Schaafsma, Coordinator of POA, telephone (808) 956-2812.

3. BIDDER'S QUALIFICATIONS

Bidder should be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must possess the requisite experience appropriate forms of insurance, and proper licenses necessary to meet the requirements of the contract. The University reserves the right to disqualify any potential bidder when, in its opinion, the bidder does not have the requisite experience or expertise to successfully meet the requirements of the contract.

4. REFERENCES

Each bidder shall provide the names, addresses, phone numbers, and contacts of THREE (3) institutions who can attest to the reliability of bidder's microform reader/printers (see page BID - 5). The University reserves the right to reject the bid submitted by any bidder whose microform reader/printers on other jobs has been unsatisfactory.

5. TERM OF CONTRACT

- a. It is the intent of the University to lease the equipment for a period of SIXTY (60) months with no pre-payment penalty for accelerated payments of installments or early completion of payment in full. However, since funds are appropriated annually, the initial term of the contract shall commence from the date of installation and acceptance through June 30, 1998; and thereafter shall be renewed annually for a total of SIXTY (60) months, contingent upon availability of funds. Should additional funds become available, the interest shall be reamortized and the payments and, if necessary, the term shall be adjusted accordingly. University may terminate the contract in the event of nonavailability of funds in

accordance with Section 103D-309, Hawaii Revised Statutes, or if the Contractor fails to perform as specified.

- b. In accordance with Section 103D-309, Hawaii Revised Statutes, it shall be strictly understood that the contract shall be enforceable only to the extent that funds have been certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

6. AMORTIZATION SCHEDULE

With its bid, Contractor shall provide an amortization schedule setting forth equipment purchase prices over the term of the SIXTY (60)-month lease period. The schedule shall include a listing of each piece of equipment listed on the Bid Forms and an annual purchase price (showing principal and interest) for each through the term of the 60-month period. When such amounts are fully paid, or at the end of the 60 monthly payments, title of the equipment shall transfer to the University.

7. TITLE AND RISK OF LOSS OR DAMAGE

While on a lease basis, the equipment shall remain the exclusive property of the Contractor and Contractor shall bear any loss or damage to the equipment while in transit or in the possession of the University. However, if loss or damage is caused by the negligence of the University, its employees or agents, the University shall be responsible.

8. PAYMENT

The Contractor shall be remunerated monthly upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Library Services, Hamilton Library, Room 111J, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following submission of invoice.

9. DELIVERY

Prior to delivery, the Contractor shall contact the Technical Representative to coordinate delivery of the microform reader/printers.

10. MANUALS AND INSTRUCTIONS

The Contractor shall provide the University with operating and maintenance manuals of the microform reader/printers furnished under this contract.

11. MAINTENANCE

Maintenance and spare parts shall be available locally. All maintenance services must be prompt and effective and shall be performed by qualified trained service technicians. With their bid, bidders are requested to submit a copy of their maintenance service agreement showing the cost and scope of service. The University may execute a separate maintenance agreement.

12. WARRANTY

The equipment furnished shall be new and as specified. The Contractor shall warrant that all workmanship and materials of equipment furnished under this contract shall be guaranteed for a period of ONE (1) year from the date of acceptance. The Contractor shall replace and/or repair any defective workmanship and/or materials at no cost to the University during the period of warranty, provided such defects are not due to abuse or negligence on the part of the University.

13. LIQUIDATED DAMAGES

Time being an essential part of this contract, in case of failure on the part of the Contractor to complete the work within the time specified and agreed upon, liquidated damages per calendar day shall be TWENTY FIVE (\$25.00) for each day's delay after the date agreed upon. The findings of the University shall be accepted by the parties hereto as final; but, any allowance of time and remission of charges shall, in no other manner, affect the rights and obligations of the parties under this contract.

14. TAX CLEARANCE FOR CONTRACTS

General Provision 7.2 entitled, Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with

Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

15. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled, Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the

tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229